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8 Attorneys for Defendants  
Lawrence J. Mazzola; Lawrence Mazzola, Jr;  
9 William B. Fazande; Larry Lee; James R. Shugrue;  
Vohon J. Kazarian; Tom Irvine; Robert E. Buckley;  
10 Robert Buckley, Jr; Art Rud; Ron Fahy; Robert  
Nurisso; Frank Sullivan; U.A. Local 38 Pension  
11 Trust Fund; U.A. Local 38 Health & Welfare Trust  
Fund; U.A. Local 38 Apprentice & Journeyman  
12 Training Trust Fund; U.A. Local 38 Scholarship  
Trust Fund; U.A. Local 38 Vacation and Holiday  
13 Trust Fund; U.A. Local 38 Convalescent Trust Fund  
and Richard L. Milsner  
14

15 UNITED STATES DISTRICT COURT  
16 NORTHERN DISTRICT OF CALIFORNIA

17 ELAINE L. CHAO, Secretary of Labor,  
18 United States Department of Labor,  
19 Plaintiff,

20 v.

21 LAWRENCE J. MAZZOLA, et al.,  
22 Defendants.

Case No. C 04 4949 PJH

DECLARATION OF LAWRENCE J.  
MAZZOLA

Judge: Hon. Phyllis J. Hamilton

23  
24 I, Lawrence J. Mazzola, declare as follows:


25 1. I am the Business Manager and Financial Secretary/Treasurer of the U.A. Local  
26 38. I have held this position since 1989. The following declaration relates to information of  
27  
28

1 which I have personal knowledge and to which I could and would competently testify in a court  
2 of law.

3 2. In 2000 I became aware that the U.A. Local 38 Convalescent Trust Fund was in  
4 default on its approximately \$11,600,000 loan with Imperial Bank. This note was secured by a  
5 deed of trust on the Konocti Harbor Resort & Spa and Imperial Bank had begun foreclosure  
6 proceedings. On behalf of the Convalescent Trust Fund I negotiated an agreement wherein  
7 Imperial Bank would accept \$6,000,000 in full satisfaction of the outstanding loan.  
8

9 3. The Convalescent Fund was unable to secure any commercial financing to satisfy  
10 the approximately \$11,600,000 Imperial Bank loan for \$6,000,000.  
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12 Executed on this 6th day of December, 2006 at San Francisco, California.

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14 Lawrence J. Mazzola  
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